

1401 Main Street, Suite 900
Columbia, SC 29201



Phone: (803) 737-0800
www.regulatorystaff.sc.gov

TOM ALLEN
DIRECTOR
SAFETY, TRANSPORTATION and EMERGENCY RESPONSE

June 12, 2018

Mr. Kevin Marra
kevin.marra@gmail.com
843-564-8303

Subject: Household Goods Moving Complaint against Johnson's Moving & Storage, LLC

Dear Mr. Marra,

The Office of Regulatory Staff ("ORS") has concluded its investigation regarding your complaint against Johnson's Moving & Storage, LLC ("JMS" or "The Company"). When investigating a consumer complaint, ORS considers the complaint in the context of the Public Service Commission of South Carolina's ("PSC") rules and regulations. ORS reviewed the correspondence provided by you and the company to verify that JMS applied the rates and charges according to their tariff approved by the PSC. ORS also reviewed the bills of lading for your move to verify that the insurance valuation options were communicated by Johnson's Moving & Storage, LLC and signed by you, the shipper.

Upon review of all statements and supporting documents, ORS has arrived at the following conclusions:

1) Valuation Insurance

ORS's investigation concluded that the valuation clause was signed. 10 S.C. Code Ann. Regs. 103-159 (Contents of Bills of Lading)

2) Tariff Charges

The investigation by ORS identified your move out of 515 Robert Daniel Drive, Apartment 2215, Daniel Island, SC 29492 into your storage destination of 2818-A Industrial Avenue, North Charleston, SC 29405 was improperly calculated. ORS' review of the Bill of Lading indicates an undercharge of \$49.00. A review of the storage and labor fees indicates an overcharge of \$11.75. 10 S.C. Code Ann. Regs. 103-198 (Variations in Charges Prohibited)

3) Bill of Lading

The investigation by ORS discovered that Johnson's Moving & Storage, LLC did issue a completed bill of lading to you after the move. 10 S.C. Code Ann. Regs. 103-158 (Issuance of Bills of Lading)

4) Insurance

ORS's investigation identified that Johnson's Moving & Storage, LLC has current proof of bodily injury, property damage and cargo insurance on file as required.

ORS also examined specific items of concern identified by you during the move. Below are your concerns and ORS' conclusions:

1) The credit card authorization was given under duress

PSC Statutes and Regulations do not govern credit card payments.

2) There was no written quote by JMS and verbal estimates were not accurate

PSC Regulations do not require an estimate or quote for services to be given to the customer.

3) JMS offered the customer free storage for the first 30 days and \$99 per month thereafter

JMS charged \$399 for Storage in Transit for April and May. These charges are consistent with the approved tariff.

4) JMS pledged to provide an itemized packing list for clearing customs for the freight forwarder

PSC Statutes and Regulations do not govern interstate or international moves.

5) The Customer was charged \$3520.26 on their credit card

ORS calculated the total charges for the move to be \$5957.25.

- a) \$2971 for residential move
- b) \$798 for two months storage
- c) \$1542.25 for day one of the storage move
- d) \$199 Bulky Items/Safe
- e) \$150 for debris/trash removal
- f) \$297 for day two of the storage move to Smooth Move

6) The Customer was charged \$150 Transport Fee

The charge for Trash/Debris removal after the move out of the apartment was mis-labeled as "Transport Fee". The charge is in the JMS approved tariff under Line# 2.9.

7) The Customer was charged for Excessive Carry and Elevator or Stair Carry

ORS interviews with JMS discovered that where the moving crew was asked to park the truck for loading at the apartment complex would block the residence garages. The apartment manager asked the crew to move to the closest available parking spot. According to the bill of lading, there were no charges for an excessive carry charge for carrying items over 50 feet. The bill of lading does have charges for "stair carry" and "elevator carry". According to tariff item# 2.3, JMS may charge for a "flight of stairs, elevator service, and/or distances greater than 50 feet per item".

8) The Customer was charged excessive hourly charges

The vehicle report for the move shows that the truck was out 8 hours and 55 minutes. Once the moving truck came back to the storage facility, the moving crew had to build the crates for storage to prepare for international shipment, unload the truck, and then load the crates for a total of 14 hours and 30 minutes.

9) Contents of Bill of Lading are not in compliance with Commission Regulations

ORS' review of the bill of lading determined that the date of shipment by the carrier is written multiple times as "4/19". The Declaration of Valuation is printed on the bill of lading with a value of \$0.60 per pound. The valuation was signed by the customer with a date of 4/18/18 for \$0.60 per pound. In the interview, JMS stated that when the workers leave the facility, the shippers name and dates are auto filled. JMS believed the move date was originally for 4/19/18. Weight is not required when a company's tariff uses rates calculated on a straight time basis per 10 S.C. Code Ann. Reg. 103-159 stating "...lawfully applicable rates and charges shown separately by classification".

10) The Customer was overcharged for packing materials

The \$199 charge on the bill of lading for "full pack materials additional" was for the packing and loading of a safe under the Bulky Item Charge, Tariff Item# 2.1. Under the packing section of the bill of lading, there is an overcharge of \$1.00 per Medium Box and \$30.00 per Packing Paper Roll. However, the complete audit of the bill of lading revealed an undercharge of \$49.00.

11) Promotional items do not contain the PSC certificate number

Under SC Code 39-15-910, a business card and magnet with company information that are given to prospective customers cannot be considered as advertising like a billboard or newspaper advertisement.

In conclusion of the audit, there were several issues that were addressed with JMS regarding the bill of lading. There was an undercharge of \$49.00 and the shipper's credit card information was written on the bill of lading. JMS was also advised to label their items on the bill of lading so that customers can understand the charges.

If you are not satisfied with the response from the ORS' complaint investigation, you have the right to file your complaint with the PSC. To file a petition with the PSC, you must complete the PSC's complaint form which is available online at www.psc.sc.gov. PSC regulation S.C. Code Ann. Regs. 103-824 (2012) require the following items to be contained in a consumer complaint:

A. Contents of Complaints. A written complaint filed with the Commission shall contain the following information:

- (1) The name, address, e-mail address, and telephone number of the person making the complaint and of his authorized representative, if he is represented.
- (2) The name and address of the person about whom the complaint is made.
- (3) A concise and cogent statement of the factual situation surrounding the complaint. If a complaint relates to an act, rule, regulation or order administered or issued by the

Commission, or to a provision in a tariff or contract on file with the Commission, the act, rule, regulation, order, tariff or contract should be specifically identified in the complaint.

(4) A concise statement of the nature of the relief sought.

Individuals do not need to have legal representation to represent themselves before the PSC, but a corporation, partnership, partnership, limited liability company, or group of people or association must be represented legal counsel. The PSC provides a guide on its website at the following web address: <http://www.psc.sc.gov/Pages/Pro-Se-Litigant/index.html> for individuals representing themselves.

If you have any questions, please contact me directly at 803-737-0974 or via e-mail at tallen@regstaff.sc.gov.

Sincerely,



Tom Allen

Cc: Richard Johnson President – Johnson's Moving & Storage, LLC
Thomas McGill-ORS
James McAlister- ORS
Chad Campbell- ORS